

UNOFFICIAL COPY

DEED IN TRUST

Form 191 Rev. 11-71

1976 JUL 21 PM 2:34

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RECORD OF DEEDS COOK COUNTY ILLINOIS

THIS SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, David H. Addis of the County of Cook and State of Illinois, for and in consideration of the sum of One and 00/100 Dollars (\$1.00),

in hand paid and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveys unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 13th day of July 1976, and known as Trust Number 39110, the following described real estate in the County of Cook and State of Illinois, to wit:

That part of Lot 14 lying West of a line drawn from a point in the North line of said Lot 6.12 feet East of the Northwest corner of said Lot 14 (as measured on the North line thereof) to a point on the South line of said Lot 14, 11.64 feet East of the Southwest corner of said Lot 14 (as measured on the South line thereof) and all of Lots 15 through 21, both inclusive, in Block 1 in Lowenmeyer's California Avenue Addition to Rogers Park, a subdivision of the East 1/2 of the Northeast 1/4 of Section 36, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act.

10.00 MAIL 1/201/94 D. H. Addis by D. H. Addis, Agent Data

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to enter, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to vacate any subdivision or part thereof, to refund said real estate as when as defined, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without subdivision, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor in trust all of the title, estate, powers and authorities vested in said Trustee, to demise, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence in the present or in future, and upon any term, and for any term, and for any term or period of time, not exceeding in the case of any lease the term of 99 years, and to renew or extend leases upon any terms and for any term or period of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make, lease and let out, to renew or extend, to purchase or to lease and to purchase the whole or any part of the premises and to contract respecting the manner of using the same or any part thereof, to grant powers or charges of any kind, to execute powers or charges in any right, title or interest, in or about or appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to do with the same, whether similar to or different from the ways aforesaid, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to the real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged in any way by the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see to it that the terms of this deed and said Trust Agreement, or any amendment thereto, are complied with, or be obliged in any way to see to it that the title, estate, powers and authorities vested in said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person including the Registrar of Titles of said State, claiming upon or relating to said real estate, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this deed and said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, powers and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries hereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been given notice of the trusts created with all the title, estate, rights, powers, authorities, duties and obligations of the title, estate and powers of the predecessor in trust.

This conveyance is made upon the express understanding and condition that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this deed and said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney in fact, hereby irrevocably appointed for such purpose, or at the election of the Trustee in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment of the claims thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing of this deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall lie only in the payments, rents and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be a personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate or any part thereof, but only an interest in and proceeds thereof as aforesaid. The intention hereby being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title in the premises, in and to all of the real estate above described.

If the title to any of the above real estate is now or hereafter encumbered, the Register of Titles is hereby directed not to register or make in the certificate of title or duplicate thereof, or hereafter, of the same, in trust, or upon conditions, or under any limitation, or under any similar instrument, in accordance with the provisions of such laws made and provided.

And the said grantor hereby expressly waives any and all right or benefit under and by virtue of any and all laws of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has hereunto set his hand and seal.

13th day of July 1976

David H. Addis (Seal)

STATE OF Illinois, County of Cook, Joan M. Sparling, David H. Addis a Notary Public in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he is the free and voluntary act, free and voluntary act, for the purposes therein set forth, including the release and waiver of the right of homestead. GIVEN under my hand and notarial seal this 13th day of July A.D. 1976

My commission expires March 9, 1980 American National Bank and Trust Company of Chicago Box 721

10.15

12/21/76

David H. Addis by D. H. Addis, Agent

Chicago, Illinois 60662

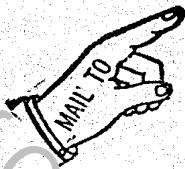
23567877

This space for affixing Riders and Revenue Stamps

For information only show street address of above described property

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MAIL TO
SPITZER, ABRAHAM S.
179 W. WASHINGTON, SUITE 1100
CHICAGO, ILL. 60602



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Property of Cook County Clerk's Office

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NO OF RECORDED DOCUMENT